

GENERAL SALES TERMS

1 GENERAL ARRANGEMENTS

All quotations and sales by DATALINK INSTRUMENTS, its subsidiaries or affiliates are subject to these terms and conditions; provided, however, that in the event that CUSTOMER, has a written contractual agreement with DATALINK INSTRUMENTS regarding the purchase of DATALINK INSTRUMENTS products, then the terms and conditions contained in that agreement (supplemented by the non-conflicting terms contained in these Terms and Conditions) shall govern the quotations and sales of products purchased from DATALINK INSTRUMENTS.

2 QUOTATION AND ORDER ACKNOWLEDGEMENT

DATALINK INSTRUMENTS offers are made without commitment regarding technical and other information.

All the drawings and information transmitted during the execution of orders still remain DATALINK INSTRUMENTS property and are strictly confidential.

Any drawings and technical information, are to be restored by the CUSTOMER if the offer is not followed by a firm order. The order is considered accepted only if it is confirmed in writing.

Any modifications of orders or updating are taken into account only in writing. Any customer purchase orders are confirmed by our care.

In no case our company is engaged by the orders taken by our representatives or employees that would not be officially acknowledged.

The acceptance of the order can result from the shipping of products.

In case of immediate delivery, the invoice will hold place of confirmation of order. Except special indication, the prices of our offers are valid one month from the date of offer.

DATALINK INSTRUMENTS may revoke its acceptance of such purchase order for any reasonable reason, including CUSTOMER'S inability to provide DATALINK INSTRUMENTS with adequate comfort that he (the customer) will comply with all relevant laws, such as export regulations, or he (the customer) is, in DATALINK INSTRUMENTS' sole discretion, credit worthy.

3 DELIVERY

The delivery deadline begins to run in the day of the establishment of the confirmation of order. It is determined according to the situation at the date of the order, depending on production capacity and deadlines of our own subcontractors.

In case of modification of these data, we reserve the right to modify consequently the date of delivery or execution.

DATALINK INSTRUMENTS do not accept either late-payment interest, or damages, unless they are expressly stipulated and accepted on our confirmation of order.

DATALINK INSTRUMENTS will not accept any request of compensation of an indirect or secondary damage. Our responsibility is not engaged for the cases independent from our will such as burden, difficulties in the import or in the export, war, sabotage or delays in the supplies in raw materials or in semi-finished products.

Any delays, as results of important damages, will be indicated to the CUSTOMER. In case of delay for delivery, no damage of any kind will be due to the CUSTOMER.

In the absence of prior agreement as to shipping, DATALINK INSTRUMENTS may select a carrier. DATALINK INSTRUMENTS'S responsibility for any loss or damage ends and title passes, when products are delivered to the carrier, to customer, or to customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay for storage charges if DATALINK INSTRUMENTS holds products at customer's request pending instructions or rescheduled delivery.

DATALINK INSTRUMENTS reserves the right to proceed to partial deliveries, accompanied with partial invoicing.

In any event, the delivery for the deadlines can intervene only if the Customer is up to date of his obligations to our company whatever there facts;

4 TITLE RETENTION CLAUSE

It is expressly stipulated as an essential condition of all the sales concluded between DATALINK INSTRUMENTS and the CUSTOMER, otherwise these would not have happened, that ownership transfer of the delivered goods is suspended up to the complete payment of the price and the accessories by the Customer who, until complete payment, obliges not to use it in any way and to inform DATALINK INSTRUMENTS at once about any facts of third parties having for effect to attempt at DATALINK INSTRUMENTS property right.

The receivership or the compulsory liquidation cannot modify the present clause.

- Transfer of risk and insurances

Conditions of sale are EXW DATALINK INSTRUMENTS office Incoterms® 2010.

From the provision of the goods, the risk is transferred to the CUSTOMER. At request of the CUSTOMER and at his expenses, DATALINK INSTRUMENTS can insure the delivery.

If the provision or the sending of the goods is delayed because of the Customer, the transfer of the risks is made at the theoretical date of delivery, unless written agreement.

Partial deliveries are accepted.

- Identification

The identification of the goods subject to the present title retention clause results from all our documents that describe the goods and refer to the present clause: in particular written agreements, delivery bills, invoices, statements, letters...

- Formal notice

Without prejudice of any damages and of our right to keep the deposits possibly received, in case of total or partial non-fulfillment of the obligation to pay the price and/or his accessories, as soon as, we shall have shown by a written act, in particular by monthly statements containing reference of the present clause, our irrevocable will to prevail us of the present clause, the CUSTOMER has the obligation to restore us at once to his expenses the goods described in the acts listed above.

This demonstration of will is the only one formality required to force the Customer to restore us the goods in our stores.

- Effect on of the sale's contract

The involvement of the title retention clause does not affect our right to force the Customer to the execution or to ask for the resolution and damages in case of total or partial non-fulfillment of the obligation to pay the price and/or its accessories, including any delay or of payment.

DATALINK INSTRUMENTS has the right to cancel the order after confirmation of order if it gets the information from a serious source (bank, authorized agency) about the incoming liquidation or bankruptcy of the Customer. In that case, the cancellation of order is made without any compensation for the Customer, a cash settlement before delivering the goods is preferred.

- Resale

The Customer is authorized to resell the goods only if:

- He has no delay in payment towards us,

- He stipulated with his own Customers a title retention clause whose property reserve capacities are at least as conservative as the present one and if he transferred to DATALINK INSTRUMENTS the benefit of it.

- He gives DATALINK INSTRUMENTS all justifications about it.

The Buyer commits to our first request to carry out at his expenses all the necessary formalities so that we can set against any third party the transfer in our profit of the title retention clause.

5 PRICE

Prices of price list are EX WORKS, invoices include added shipment and insurance fees to comply with DAP Incoterms 2010 - at the address of the Customer's Office.

Our price lists can be subjected to variations resulting from technical modifications or from economic situations. We reserve the right to modify the prices at the time of the delivery, if these underwent important variations, except when these ones were stipulated firm and non revisable in the confirmation of order.

Any taxes, duty or service in respect to the French regulations or to the regulations of importing country or transit country are to be paid by the customer.

6 PAYMENT TERM

Our terms of payment are clear in 30 days from the date of invoice without discount for early payment. Any other conditions must be stipulated on the invoice.

We accept the payment by bank transfer only.

Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one percent. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs.

In case of delay in payment versus the contractual terms indicated above, we save ourselves the possibility to suspend the execution of the current orders and to require the immediate payment of all the claims which we hold on the Customer. If no payment occurs after the due date, a 40,00 € lump sum for recovery costs will be charged (Art. L441-6 and D441-5 of French Commercial Code). In addition, a late penalty will be applied and the yearly rate of ECB plus 10% (Law 2008-776 of August 4, 2008). No discount for early payment.

Any retention or compensation is excluded.

DATALINK INSTRUMENTS reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill any obligation when due.

The customer may receive an e-mail or mechanized document from DATALINK INSTRUMENTS describing the order details. That e-mail/document legally suffices as a purchase order. It will also represent DATALINK INSTRUMENTS'S confirmation of CUSTOMER'S order.

7 REQUIREMENTS OF GUARANTEE OR PAYMENTS

Any deterioration of the credit of the Customer can justify the requirement of a cash settlement or by payable at sight draft before the execution of the received commands. It will be in particular the case of the modification of the capacity of the debtor, his professional activity, of the person of the director, of the shape of the company or if a transfer rent, put in pledge or contribution of its business has an unfavourable effect on the credit of the Customer. We also save ourselves at any time the possibility, according to the incurred risks, to fix a limit on the overdraft possibly granted on the Customer, by requiring the payment times or the aforesaid guarantees.

8 WARRANTY

Unless otherwise stipulated in the bill of sale, DATALINK INSTRUMENTS warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization for 24 months after delivery.

Customer's exclusive remedy, if any, under these warranties is limited, at DATALINK INSTRUMENTS'S election, to repair by DATALINK INSTRUMENTS in its workshop.

The discovery of such defects must be indicated to DATALINK INSTRUMENTS in writing in 8 days. The products possibly replaced become DATALINK INSTRUMENTS property.

For products made by other manufacturers than DATALINK INSTRUMENTS, our responsibility limits itself to the transfer of any rights against third party. No guarantee is granted for the damage resulting from following causes: inappropriate or unfit use, defects of assembly or starting by the Buyer or by a third party, the normal wear, the incorrect or careless use, and the effect of exploitation or inadequate spares of exchange, defective building work, inadequate ground of construction, and chemical, electrochemical or electric influences. Piece subject to a fast wear because of their composition or of their way of use, sealing rings, plastics parts, heaters, physico-chemical probes (pH, EC, REDOX...) are not covered by the terms of the guarantee.

The Customer will accept to give us the time and the means which we consider necessary to proceed to all the repairs and the deliveries of replacement; otherwise we are brought out of our obligation of guarantee.

In case of justified complaint, DATALINK INSTRUMENTS only take at its charge, the direct expenses resulting from the repair or from the delivery of replacement of the exchanged pieces. All other expenses are excluded.

The replaced parts are 3 months warranted, it extends however at least until the end of the initial warranty period of the object of delivery. The deadline of warranty of the object of the delivery is delayed by the duration of the interruption of exploitation caused by the repair works.

Any modifications or repair made by the customer or any third party in an inappropriate way or without our prior authorization, loosens the Supplier of any responsibility or warranty.

Any other complaints of the Customer, in particular the refund of damage which did not arise on the object of the delivery are excluded, whoever is the legal argue.

The right of the Customer to assert its complaints resulting from the obligation of the Supplier is prescribed within 6 months, date in date, as from the punctual termination of defect or vice or the expiration of the deadline of warranty, whatever is shorter. This right is excluded in case of no payment of some sum which is due to us.

9 ASSEMBLY AND STARTUP

All the stationery and the provisions of a service not expressly mentioned in the confirmation of order are not a part of our delivery in a general way. In particular, the works of foundation of Civil engineering, the works of electric, hydraulic connections and compressed air, as well as stationery there concerned, any frames or support structure ensuring possibly from the setting-up including the corresponding plans of execution: the plans of assembly, setting-up, assembly and foundations, the insulation possibly necessary...

The work of assembly and startup may however be insured by DATALINK INSTRUMENTS and separately invoiced. If an assembly, a surveillance of assembly or startup must be realized by another supplier, the commercial conditions of assembly of the aforementioned supplier will be applicable.

10 ORDER CANCELLATION BY THE CUSTOMER

In the hypothesis where the Buyer could obtain, by judicial way, the cancellation or the judicial resolution of the orders in the disadvantages of DATALINK INSTRUMENTS, this last one, except express agreement or grave fault from its part will not be indebted of damages.

In any case, the possible damages limit themselves exclusively to the repair of the predictable direct damage and to the value of the delivery or the concerned service. No other evaluation of damages may be taken into account.

11 CANCELLATION OF ORDER BY DATALINK INSTRUMENTS

In the case order cancellation decided by DATALINK INSTRUMENTS on the basis of circumstances not planned in the article "delivery", in particular the financial situation, which are susceptible to influence the normal progress of the order even to pull either totally or partially the cancellation of the order, no damages can be asked by the CUSTOMER.

When the DATALINK INSTRUMENTS wishes to use his right of cancellation, after evaluation of circumstances, he has to, keep the Customer informed about his decision, even if another delivery rate had been agreed between the parts.

12 SHIPMENT

Our goods travel under the responsibility of the addressee.

An insurance for shipment may however be contracted if the addressee asks for it. The Customer would be charged for it. It is up to the Customer in case of damage or of missing, to make any observation necessary and to confirm its reserves by extra-judicial act or by registered letter with acknowledgement of receipt with the carrier within 3 days following the reception of the goods.

At the same time, the Customer will have to inform DATALINK INSTRUMENTS in the same way and within the same deadlines.

13 CONFIDENTIALITY

The Buyer makes a commitment not to reveal or to copy the knowledge, the experiences, the documentation, the software obtained under paper or digital version to any third party particularly to competitors. This clause also applies in case of resolution of the present contract.

14 RESPONSIBILITY REGARDING VIOLATION OF PROPERTY RIGHTS

Except special mention of our part, the object of the delivery is not covered by industrial property rights of third. If the object of the delivery had to violate nevertheless in whole or in part before the expiration of the duration of guarantee defined under paragraph 7 either a property right already conferred in our country at the time of the conclusion of the contract, or if the object of the delivery had to include expressly a precise patented process or a law on such a process, we shall cancel the contract. We decline any other responsibility in particular regarding process of applications of products, etc. The Buyer will have to answer personally of any malpractice in industrial property and to loosen us of any complain if the plans or the indications which he supplied carry infringement of rights of industrial property of third parties.

15 INDIVISIBILITY

If, for some reason, any of the above articles would be declared not applicable, all other articles would continue to produce their effects.

The non-execution by DATALINK INSTRUMENTS, even if repeated, of the clauses above only figures a simple tolerance of our part and is worth by no means a renunciation to apply us later the aforementioned articles.

16 COMPETENCE

The results between the DATALINK INSTRUMENTS and the Customer, during negotiations, the conclusion or the execution of the contract are exclusively governed by the French law.

The competence in case of dispute of all kinds or any contesting relative to the training in the execution or in the termination of the order will be held to the courts of Grenoble.

This clause applies even in case of emergency proceeding, of incidental request or of defendants plurality and whatever the mode and the terms of payment.